

# Terms and Conditions: #MadeForEveryFamily: FAMVATAR CONTEST 2022

- 1. This "#Made for Every Family: FAMVATAR CONTEST 2022" ("Contest") is organised by Prudential Assurance Malaysia Berhad ("PAMB", "we", "us" or "our"). By participating in this Contest, you agree that you have read, understood and agreed to be bound by the Terms and Conditions of this Contest and any change or modification that we may make to this Contest and/or Terms and Conditions of this Contest from time to time by updating these Terms and Conditions with prior notice, in which such notice will be given by PAMB in accordance with these Terms and Conditions.
- 2. By participating in this Contest, you also agree to be bound by our Privacy Policy accessible at <a href="https://www.prudential.com.my/en/privacy-policy/">https://www.prudential.com.my/en/privacy-policy/</a>.

#### 3. Contest Period:

This Contest shall commence from 15 July 2022 to 14 August 2022 both dates inclusive ("**Contest Period**").

# 4. Eligibility:

- (a) The Contest is open to all Malaysian citizens (with NRIC/ Passport) who are currently residing in Malaysia and aged 18 and above as of 15 July 2022 ("Eligible Participant", "you" or "your").
- (b) No purchase or payment is required by you to participate in this Contest.
- (c) Entries must be submitted within the Contest Period. Entries submitted after the Contest Period will be disqualified.

#### 5. **Contest Mechanics**

- (a) You can submit the entry in any of the following modes of entry. You may submit multiple entries. However, you will only be entitled to a maximum of one (1) Bonus Prize, one (1) Extra Prize and one (1) Grand Prize only.
- (b) Modes of Entry:
  - (i) MODE 1 : Download Bonus Famvatar stickers on Famvatar platform
    - Create your Famvatar stickers using our Famvatar Platform at (<a href="https://madeforeveryfamily.prudentialwedo.com/en-my">https://madeforeveryfamily.prudentialwedo.com/en-my</a>).
    - Be one of the first 100 users to download the Bonus Famvatar stickers to win the Bonus Prize. You will be required to complete a form before downloading the bonus Famvatar stickers.



# (ii) MODE 2 : Submission of Famvatar stickers on Pulse App

- Create your Famvatar stickers using our Famvatar Platform at (https://madeforeveryfamily.prudentialwedo.com/en-my).
- If you do not have an existing account with Pulse by Prudential application ("Pulse App"), download Pulse App from the Google Play Store or the Apple App Store and register for an account in Pulse App;
- In Pulse App, head on to "My Communities" and join the "Live Happy" community; and
- Post your bonus Famvatar stickers to the "Live Happy" community, and include in your posting: (a) an answer the following question, "What Does Family Mean to You?" in your caption; and (b) the "#MadeForEveryFamily" hashtag in your post title.
- The first 100 submissions in Pulse App will win an Extra Prize.

# (iii) MODE 3 : Submission of stickers on Facebook AND/OR Instagram.

- Share your bonus stickers in our Facebook comments section AND/OR Instagram feed and answer the following question in your caption, "What Does Family Mean to You?".
- Include the hashtag #PRUFamvatarMY and #MadeForEveryFamily & tag @prudentialmalaysia in your Famvatar entries.
- Be in the running to win the Grand Prize.
- (c) The entry must be submitted by you. Submission on your behalf is strictly not allowed.
- (d) You may post multiple stickers. However, the first sticker submitted will be taken as your final photo for submission for this Contest.

#### 6. **Prizes and Selection of Winners:**

- (a) Subject to the Terms and Conditions of this Contest:
  - (i) a total of one hundred (100) Eligible Participants will be selected based on first come, first served basis to win the Bonus Prize;
  - (ii) a total of one hundred (100) Eligible Participants will be selected based on first come, first served basis to win the Extra Prize; and
  - (iii) one (1) Eligible Participant that will be selected based on the most creative answer submission to win the Grand Prize. Each Winner will be entitled to only one (1) prize, regardless of the number of entries submitted during the Contest Period,

(each of the selected Eligible Participant will be referred to as a "Winner").



(b) Further details of the Prizes are as shown below:

## **Bonus Prizes**

Submission Platform	Prize Entitlement	Number of Winner(s)
Famvatar Website	1x Travel Voucher	100
	worth RM200	100

## **Extra Prizes**

Submission Platform	Prize Entitlement	Number of Winner(s)
Pulse App	1 x Travel Voucher worth RM100	100

#### **Grand Prize**

Submission Platform	Prize Entitlement	Number of Winner(s)
Pulse App OR Facebook AND/OR Instagram	1x Family Portrait Photography worth RM10,000	1
	<ul> <li>Package includes:</li> <li>2-hour family portrait*</li> <li>Indoor (studio) or outdoor shots</li> <li>15 images of your choice</li> <li>2 canvas prints, small and large</li> </ul>	

- (c) The redemption/usage of the Bonus Prizes and Extra Prizes (Travel Voucher) is subject to the terms and conditions of the Prizes, as determined by Orient Escape Travel Sdn Bhd ("Orient Escape Travel").
- (d) Each Winner shall be solely responsible for the redemption/usage of the Prizes. PAMB shall not be liable or be required to offer replacement of the Bonus Prizes and/or the Extra Prizes or otherwise to compensate any Winner for any:
  - (i) discontinued or cancelled Prizes;
  - (ii) improper use of the Prizes;
  - (iii) alterations made to the Prizes; or
  - (iv) inability to redeem/use the Bonus Prizes and/or the Extra Prizes due to unforeseen circumstances.



- (e) Each Winner agrees to directly resolve any complaint or dispute in respect of the Bonus Prizes and/or the Extra Prizes with Orient Escape Travel.
- (f) Upon the Bonus Prizes and/or the Extra Prizes being emailed to the Winners, title and risk in the Prizes shall pass to the respective Winners and PAMB shall be fully discharged of its obligations in relation to the Prizes and shall have no further obligations in connection with it.
- (g) PAMB reserves the right to substitute the Prizes at its discretion with other form of gifts/rewards of equivalent value with prior notice. The Winners who have been notified and contacted are deemed final.
- (h) The Prizes are non-transferable and not exchangeable for cash, credit or in kind.
- (i) PAMB's decision in all matters concerning this Contest shall be final and no correspondence shall be entertained.
- (j) PAMB shall not be held responsible or liable for any claim or Prize(s) that is lost or stolen due to any causes beyond the reasonable control of PAMB.
- (k) By participating in the contest, you hereby grant us the right to use, edit, modify and/or publish your name and/or photos submitted by you, in any way PAMB deems fit for any advertising, trade, promotional purposes or for any other reason whatsoever without any further notice to you and you shall not be entitled to claim ownership or any payment or compensation in connection therewith.

#### 7. Winners Announcement

- (a) The Winners announcement will be announced in the week commencing 29 August 2022. The Winners will be announced and posted in PAMB's official Facebook page, PAMB's official Instagram page, Pulse App and PAMB's corporate website (https://www.prudential.com.my/en/we-do-family).
- (b) The Winners will then be contacted via email that will be sent to their email address provided in the submission form on the Famvatar Platform.
- (c) Winners are required to reply to the Winners' confirmation email from (<a href="mailto:brand.comm@prudential.com.my">brand.comm@prudential.com.my</a>) and submit their following details below for contest validation within fourteen (14) working days from the date of the email received:
  - i. Full Name as per NRIC;
  - ii. NRIC number/Passport number;
  - iii. Contact number;
  - iv. City & State of Residence;
  - v. Email address **AND/OR** email address as registered in Pulse App (if you submitted on Pulse App);



- vi. a screenshot of your contest submission post Pulse App, Facebook **AND/OR** Instagram.
- (d) Only Winners who respond to us according to subparagraph (c) above will be sent their respective Bonus Prizes and/or Extra Prizes through email within thirty (30) working days from the date of receipt of the reply email with complete details. The Winner of the Grand Prize shall be contacted by an official representative of PAMB through email, phone call and/or Whatsapp for arrangement purposes of the photoshoot, at the contact details provided through the [Famvatar Platform].
- (e) If any Winner fails to respond with the required details within the timeframe as specified in subparagraph (c) above, the Winner shall be disqualified from this Contest and shall not be entitled to the Prizes.

## 8. **Publication**:

- (a) When PAMB makes the Winners Announcement, PAMB shall have the right to publish names of the Winners. Further, if PAMB decides to use additional methods to announce the Winners of this Contest in any of PAMB's websites, social media sites, newspapers and/or in its promotional materials, PAMB shall have the right to publish the names of the Winners, in the announcements without further notice. Non-acceptance of this clause may result in an alternate Winner being chosen.
- (b) PAMB shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify the Winners.
- (c) Where PAMB finds any Winner to be in non-observance of the Terms and Conditions of this Contest, PAMB reserves the right to disqualify the participation of the Winner and forfeit the Prizes announced for such Winner. In such event, PAMB will not be liable for any costs, refund or losses incurred by the Winner. PAMB may, at its sole discretion, give the forfeited Prizes to other Eligible Participant(s) from the remaining eligible entries. In such an instance, the other Eligible Participants shall be selected using a method to be determined by PAMB at its sole discretion.

# 9. **Disclaimers:**

(a) PAMB would like to keep you informed (via calls, emails, sms or otherwise) of Prudential's products, services and promotions (including health, wellness, nutrition, lifestyle, wealth, retirement and/or insurance products). By submitting you details in this Contest, you consent to Prudential Assurance Malaysia Berhad (as well as their respective agents, authorised service providers and relevant third parties) using and disclosing the personal data provided in this form or generated



in Made For Every Family campaign for the purpose of sending marketing and promotion messages. You may also be contacted by Prudential Wealth Planner about PAMB's products, services and promotions.

- (b) Upon entering this Contest, you agree that PAMB, PAMB's respective employees, officers, directors, agents, affiliates, parent and subsidiaries shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with this Contest, or resulting from acceptance, possession, redemption/use/misuse of prizes, or participation in this Contest, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy. You further agree that PAMB will not be responsible or liable for any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with these Terms and Conditions.
- (c) PAMB is not and will not be responsible or liable for any injury or damage to your or to any other person's computer relating to or resulting from entering or downloading materials in connection with this Contest. PAMB is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission due to technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, communications line failure, server failure, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by you or by any of the equipment or programming associated with or utilized in this Contest or traffic congestion on the Internet or at any website, or by any human error which may occur in the processing of the entries in this Contest, or any combination thereof.

## 10. Submission of Unlawful Material:

a) You shall not submit any Unlawful Material (defined below) in the course of participating in this Contest, or use this Contest to upload, post, email, transmit or otherwise make available such Unlawful Material. "Unlawful Material" shall include (but not be limited to) any sexually explicit ideas or material or any idea or material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or infringes any patent, trademark, trade secret, copyright or other proprietary rights of another. You will indemnify PAMB for all of losses of PAMB that may arise from submission of any Unlawful Material. PAMB reserves the right, in its sole discretion, to delete Unlawful Material and disqualify you, and to bar you from participating in any other contest or promotions, permanently or for such period of time as PAMB shall decide. PAMB's decision in this matter shall be final and no correspondence shall be entertained.

#### 11. **Disqualification:**



(a) PAMB reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of this Contest, to be acting in breach or potential breach of these Terms and Conditions. PAMB's decision in this matter shall be final and no correspondence shall be entertained.

### 12. General Terms and Conditions:

- (a) The laws of Malaysia shall govern this Contest and you agree to submit to the exclusive jurisdiction of the courts of Malaysia. This Contest is void where any Terms and Conditions applicable to this Contest are prohibited or restricted by any local, national, state, or any governmental laws. This Contest is also subject to these Terms and Conditions.
- (b) PAMB reserves the right to change the qualifying/selection criteria and allocation of Prizes from time to time at PAMB's absolute discretion.
- (c) PAMB also reserves the right to amend these Terms and Conditions, and to suspend, terminate, delay or vary this Contest with prior notice to you.
- (d) The mode of notification (if any) of the amendment, suspension, termination, delay or variation shall be at PAMB's sole discretion, including but not limited to displaying the same in any of PAMB's website or social media sites.
- (e) PAMB's decision on any and/or all matters relating to this Contest including the selection of the Winners, the Terms and Conditions herein or any amendments to the same shall be final, binding and conclusive and no correspondence will be entertained.
- (f) Regardless of anything to the contrary contained in this Contest,
  - i. If PAMB learns or is notified that the Eligible Participant is named on any Sanctions list, or is threatened with being added to any Sanctions list; or
  - ii. If PAMB could be found to be in breach of Sanctions obligations as a result of this Contest,

then PAMB shall disqualify the Eligible Participant with immediate effect and take any other action we may deem appropriate, including but not limited to notifying any relevant government authority without notice and liability.

"Sanctions" refers to any restrictive measures imposed on targeted regimes, countries, governments, entities, individuals and industries imposed by international bodies or governments in Malaysia or outside of Malaysia, including but not limited to the Office of Financial Sanctions Implementation HM Treasury, the United Nations, the European Union, the US Treasury Department's Office of Foreign Assets Control, and the Hong Kong Monetary Authority.



This paragraph (f), and our ability to claim for any losses that we may incur arising out of the operation of this paragraph (f), shall survive any termination or expiry.

- (f) In performing your duties under this Contest, you must comply with all applicable anti-bribery and anti-corruption laws (and regulation and guidance). In particular, you hereby acknowledge and agree:
  - iii. to comply with the Malaysian Anti-Corruption Commission Act 2009, the US Foreign Corrupt Practices Act, the UK Bribery Act, and the Hong Kong Prevention of Bribery Ordinance, together with any related regulation and guidance and that you shall not act in such a way that is or could be constructed as a violation of these laws and requirements, including but not limited to offering a bribe or making a facilitation payment to a public official or to any other party;
  - iv. that you will ensure that your activities in connection or relating to your obligations under these Terms and Conditions will not cause PAMB to be in breach of any anti-bribery and anti-corruption laws (and related regulation and guidance);
  - v. if you, in connection with or relating to your obligations under these Terms and Conditions, are asked to partake in any activity, that is in violation of any anti-bribery or anti-corruption laws, or becomes aware of any such conduct by your workforce or within your control and concerning or relating to these Terms and Conditions, you agree to immediately report the details of this to PAMB; and
  - vi. PAMB shall have the right to disqualify your entry/entries on no notice, without liability for any actual breach of this clause.
- (g) These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customer agrees to submit to the exclusive jurisdiction of the courts of Malaysia.